

KAILUA TOWN

KAILUA TOWN SIP + SHOP EVENT
Thursday, December 8, 2022
OFFICIAL RULES

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW. IMPORTANT: PLEASE READ THESE OFFICIAL RULES, WHICH ARE A CONTRACT, CAREFULLY BEFORE ENTERING THIS DRAWING. BY PARTICIPATING IN THE DRAWING, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND REPRESENT THAT YOU SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS BELOW.

WINNER WILL BE REQUIRED TO RESPOND TO WINNER NOTIFICATION AND ANY OTHER COMMUNICATIONS FROM ABP WINDWARD, LLC WITHIN FIVE (5) BUSINESS DAYS OR PRIZE MAY BE FORFEITED.

SUMMARY AND ENTRY PERIOD: Shop Small Kailua Sip + Shop Drawing (“Drawing”) at 4:00 p.m. Hawaii Time (“HT”) on December 8, 2022 and ends at 8:00 p.m. HT on December 8, 2022 (“Drawing Period”). By participating in the Drawing, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules (the “Official Rules”), and the decisions of ABP Windward LLC, (“Sponsor”), including the interpretation of these Official Rules, which will be final and binding in all respects. Eligible individuals (see ELIGIBILITY section of these Official Rules below) may enter the Drawing as defined below.

HOW TO ENTER. Follow these steps:

1. Stop by at least one Kailua Town participating retailer at each center to receive a passport stamp. No purchase necessary.
2. Visit at least five (5) different centers to be eligible.
3. Bring completed passport to Lau Hala Shops welcome table on Dec. 12th from 5-7:30pm to be eligible to win.

ELIGIBILITY AND LIMITATIONS. Participants must be Hawaii residents. Participants under 18 Years of age must have a Parent or Legal Guardian accompany participant to receive prize. Participant or Parent / Legal Guardian if Participant is a Minor, must complete Winner’s Declaration And Release Agreement.

ENTRY RESTRICTIONS. Entries become the sole property of Sponsor. Sponsor and its agencies are not responsible for late, lost, incomplete, illegible/garbled, inaccessible, damaged or misdirected entries, all of which are void. Sponsor is also not responsible for (a) programming, electronic, technological, telephonic, network or other malfunction, error or failure which in any way affects or interferes with the operation of the Drawing or Kailua Town web site itself or (b) any mechanical, programming, typographical, printing or other error of any kind affecting the Drawing.

WINNER DETERMINATION. On December 9, 2022, Sponsor will select the winner(s) in a random drawing from among all eligible entries received. Potential winner will be contacted via e-mail and may

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also be required to sign and return the Winner's Declaration And Release Agreement and/or other documents at Sponsor's request. If winner cannot be contacted for any reason, is determined to be ineligible or is not in compliance with these Official Rules, prize will be forfeited and an alternate winner will be selected from among all remaining eligible entries received for the random drawing. By participating, entrants agree to these Official Rules & decisions of Sponsor and its agencies, which are final & binding in all respects.

GRAND PRIZE

1. One (1) Kailua Town Prize Package. Package is valued at \$500. Applicable taxes on prize (if any) and unspecified expenses related on acceptance/use of prize are winner's sole responsibility.

DELIVERY OF PRIZE(S): Participant will receive notification and communication on how to receive prize(s).

CONDITIONS OF PARTICIPATION. By accepting prize, where legal, winner agrees to the use of his/her name and image for advertising/trade/publicity purposes by Sponsor and its designees without further compensation or notice. By participating, entrant releases and agrees to indemnify, defend, and hold harmless Sponsor, its parent, affiliates, subsidiaries, and their respective members, managers, directors, officers, employees and agents, from any and all liability arising from or related to the Drawing or acceptance, receipt or use/misuse of the prize. If Drawing cannot be conducted as originally planned due to any cause beyond Sponsor's control (e.g., computer virus or act of fraud), Sponsor may cancel/suspend/modify Drawing and pick the winner from among all eligible entries/product reviews received prior to and/or after action taken by Sponsor or otherwise in a manner determined by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules; Sponsor will notify all registered entrants of such action via email. Tampering with Drawing, Kailua Town web site, violation of these Official Rules or any attempt to defraud Sponsor will result in disqualification; but, disqualification shall not represent the sole remedy available to Sponsor. Sponsor's failure to enforce any provision of these Rules is NOT a waiver of such provision. Any dispute or claim regarding the Drawing will be resolved pursuant to the laws of the State of Hawaii. Any such dispute/claim must be brought individually (NOT as part of a class action) in federal or state court in Honolulu, Hawaii with recovery being limited to one's actual costs in participating in the Drawing with all damages or other forms of recovery being expressly waived.